

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

David D. Adams, Plaintiff, Pro Se

v.

Credit Acceptance Corporation,
LVNV Funding LLC,
TransUnion LLC,
Experian Information Solutions, Inc.,
Equifax Information Services LLC,
Self Financial, Inc.
Defendants.



25 CV 410-JLS

**VERIFIED COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

JURY TRIAL DEMANDED

Plaintiff David D. Adams, proceeding pro se, brings this action for actual, statutory, and punitive damages under the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq., the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., New York General Business Law § 349, and state common law. Defendants engaged in a sustained pattern of willful, repeated, and egregious violations of federal and state law, including the knowing publication of false credit information and willful disregard for formal consumer disputes. Plaintiff seeks damages in the amount of \$100,000,000 and injunctive relief suppressing all inaccurate tradelines.

I. INTRODUCTION

Over a span of five years (2020–2025), Plaintiff submitted four documented rounds of certified disputes to the major credit reporting agencies and directly to furnishers, all of which were ignored or inadequately addressed. These violations resulted in sustained damage to Plaintiff's creditworthiness, repeated denials of credit, and financial losses.

II. JURISDICTION AND VENUE

This Court has jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1367. Venue is proper in the Western District of New York under 28 U.S.C. § 1391(b), as the events giving rise to these claims occurred in this district and Plaintiff resides here.

III. PARTIES

1. Plaintiff David D. Adams is a natural person residing at 916 Prospect Ave, Buffalo, NY 14213.
2. Defendant Credit Acceptance Corporation is a Michigan-based furnisher of consumer credit data with a principal place of business at: 25505 W. Twelve Mile Road, Suite 3000, Southfield, MI 48034.

3. Defendant LVNV Funding LLC is a debt buyer headquartered at: 55 Beattie Place, Suite 110, Greenville, SC 29601.
4. Defendant TransUnion LLC is a nationwide consumer reporting agency with executive offices at: 555 W. Adams Street, Chicago, IL 60661.
5. Defendant Experian Information Solutions, Inc. is a consumer reporting agency with headquarters at: 475 Anton Boulevard, Costa Mesa, CA 92626.
6. Defendant Equifax Information Services LLC is a consumer reporting agency with a principal place of business at: 1550 Peachtree Street NE, Atlanta, GA 30309.
7. Defendant Self Financial, Inc. (formerly Self Lender, Inc.) is a Texas-based credit builder with a business address at: 901 E. 6th Street, Suite 400, Austin, TX 78702.

IV. FACTUAL BACKGROUND

8. Plaintiff submitted four rounds of certified mail disputes from 2020 through 2025: March 2020, November 2021, June 2023, and April 2025.
9. Plaintiff provided GAP insurance payout proof in 2020 but Credit Acceptance continued reporting a delinquency.
10. CFPB complaints were filed in 2020 (LVNV and Experian), 2023 (Self Financial), and 2025 (Self Financial unresolved account).
11. No agency or furnisher corrected the disputed data or performed a reasonable investigation.

V. CLAIMS FOR RELIEF

Count I – Violation of the FCRA (15 U.S.C. § 1681e(b)) – Failure to Ensure Accuracy

- TransUnion, Experian, and Equifax failed to ensure accuracy of disputed tradelines after certified disputes.

**Count II – Violation of the FCRA (15 U.S.C. § 1681i) –
Failure to Investigate**

- Each CRA failed to reinvestigate despite receiving proper documentation.

**Count III – Violation of the FCRA (15 U.S.C. § 1681s-2(b))
– Furnisher Obligations**

- Credit Acceptance, LVNV, and Self Financial failed to validate or correct their reporting.

**Count IV – Violation of the FDCPA (15 U.S.C. §§ 1692e and
1692g)**

- LVNV and Self Financial misrepresented debts and failed to validate upon dispute.

Count V – Violation of NY GBL § 349

- All Defendants engaged in deceptive business practices by continuing to report inaccurate credit data.

Count VI – Negligence

- All Defendants failed to exercise reasonable care, resulting in financial and reputational harm.

Count VII – Defamation

- Each Defendant published false credit information despite repeated notice and documentation.

Count VIII – Willful Violations (15 U.S.C. § 1681n)

- Defendants acted in willful disregard of their duties under the FCRA and FDCPA.

VI. DAMAGES AND PRAYER FOR RELIEF

Plaintiff seeks:

- a. Actual, statutory, and punitive damages totaling \$100,000,000, justified by sustained harm over multiple years.
- b. Permanent injunctive relief requiring suppression or deletion of all inaccurate tradelines, including:
 - Credit Acceptance (post-GAP delinquency)
 - LVNV Funding (unvalidated collection tradeline)
 - Self Financial (false charge-off and derogatory reporting)
- c. Recovery of all litigation costs and attorney fees (if applicable).
- d. Any other relief the Court deems just and proper.

VII. JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

VIII. ARBITRATION WAIVER AND PRESERVATION OF RIGHTS

Plaintiff objects to any attempt to compel arbitration and preserves the right to challenge the validity and enforceability of any such clause.

IX. VERIFICATION

Executed on: May 10, 2025

Respectfully submitted,

David D. Adams

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Buffalo, NY 14213

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Pro Se Plaintiff – Federal Action Filed

Verification Statement:

I, David D. Adams, verify under penalty of perjury that the factual allegations in this complaint concerning the conduct of each defendant are true and correct to the best of my knowledge, including but not limited to:

- Credit Acceptance Corporation: knowingly reported a delinquency after GAP documentation and disputes.
- LVNV Funding LLC: failed to validate debts and continued reporting after multiple disputes.

- TransUnion LLC: failed to correct multiple tradelines over several years.
- Experian: refused to suppress clearly invalid tradelines despite CFPB complaints.
- Equifax: ignored GAP proof and failed to reinvestigate.
- Self Financial, Inc.: misreported inflated charges and closed the account with derogatory marks despite disputes.



David D. Adams

May 12, 2025